

**IN THE UNITED STATES DISTRICT COURT FOR THE  
EASTERN DISTRICT OF PENNSYLVANIA**

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ERICK COLLETTI,	:	
	:	Civil Action No. 2:23-cv-2036-CFK
Plaintiff,	:	
	:	
v.	:	
	:	
CROWN PA GAMING, INC. d/b/a	:	
DRAFTKINGS,	:	
	:	
Defendant.	:	

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**STIPULATION OF DISMISSAL WITH PREJUDICE**

Plaintiff Erick Colletti (“Plaintiff”) and Defendant Crown PA Gaming, Inc. d/b/a DraftKings (“DraftKings” and, together with Plaintiff, the “Parties”), by and through their respective counsel hereby agree and stipulate as follows:

WHEREAS, on May 8, 2023, Plaintiff filed a verified complaint in the Court of Common Pleas of Philadelphia County, Pennsylvania, Case No. 221202200 against Defendant (the “Action”);

WHEREAS, on May 26, 2023, DraftKings removed the Action to the U.S. District Court for the Eastern District of Pennsylvania;

WHEREAS, on June 2, 2023, Plaintiff filed an Amended Complaint (the “Amended Complaint”) in the U.S. District Court for the Eastern District of Pennsylvania seeking compensatory damages against DraftKings;

WHEREAS, the Parties have agreed to settle all matters and controversies between them without further proceedings or delay, including without limitation, the claims in this Action, pursuant to a settlement agreement, the terms of which are confidential;

WHEREAS, in light of the Parties' confidential settlement agreement, the Parties hereby jointly request that this Action be dismissed with prejudice, with each party to bear its own costs, expenses and fees, except as set forth in the confidential settlement agreement; and

WHEREAS, the Parties request that the Court retain jurisdiction over the Parties to enforce any non-compliance with the terms of the confidential settlement agreement as set forth in the confidential settlement agreement.

NOW THEREFORE, it is hereby stipulated that:

1. The Court approves the dismissal, with prejudice, of this Action on the basis of the Parties' confidential settlement.
2. This Action is hereby dismissed with prejudice, with each party bearing its own costs, expenses and fees except as set forth in the confidential settlement agreement between the Parties.
3. This Court shall retain jurisdiction over this Action to enforce non-compliance with the terms of the confidential settlement agreement as set forth in the confidential settlement agreement.

**[Signature Page to Follow]**

Respectfully submitted,

Dated: January 11, 2024

HANGLEY ARONCHICK SEGAL PUDLIN & SCHILLER

/s/John S. Summers, Esq.

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Dated: January 11, 2024

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Attorneys for Plaintiff, ERICK COLLETTI

**IT IS SO ORDERED.**

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HONORABLE CHAD F. KENNEY  
District Court Judge